

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LUCKY'S MARKET PARENT COMPANY,
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-10166 (JTD)

(Jointly Administered)

Re: D.I. 224

**SNYDER CONSTRUCTION, INC. d/b/a SNYDER GENERAL CONSTRUCTION, INC.'S
AMENDED NOTICE OF FILING AND PERFECTION OF
CONSTRUCTION LIENS PURSUANT TO 11 U.S.C. §§ 362(b)(3) and 546(b)**

Snyder Construction, Inc. d/b/a Snyder General Construction, Inc. ("Snyder"), a creditor of the above-captioned debtor, amends its previously filed notice of perfection of construction lien, and respectfully states as follows:

1. At various times prior to the Petition Date, Snyder and the Debtor directly contracted with each other whereby Snyder performed certain work, and provided certain labor and materials to construct stores for the Debtor.
2. On February 20, 2020, Snyder filed its Notice of Filing and Perfection of Construction Lien Pursuant to 11 U.S.C. §§ 362(b)(3) and 546(b) [Dkt. No. 224] ("Initial Lien

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Lucky's Market Parent Company, LLC (2055), Lucky's Farmers Market Holding Company, LLC (5480), Lucky's Market Operating Company, LLC (7064), LFM Stores LLC (3114), Lucky's Farmers Market, LP (0828), Lucky's Farmers Market Resource Center, LLC (7711), Lucky's Market Holding Company 2, LLC (0607), Lucky's Market GP 2, LLC (9335), Lucky's Market 2, LP (8384), Lucky's Market of Longmont, LLC (9789), Lucky's Farmers Market of Billings, LLC (8088), Lucky's Farmers Market of Columbus, LLC (3379), Lucky's Farmers Market of Rock Hill, LLC (3386), FLM Jackson, LLC (8300), Lucky's Farmers Market of Ann Arbor, LLC (4067), Lucky's Market of Gainesville, LLC (7877), Lucky's Market of Bloomington, LLC (3944), Lucky's Market of Plantation, LLC (4356), Lucky's Market of Savannah, GA, LLC (1097), Lucky's Market of Traverse City, LLC, (2033), Lucky's Market of Naples, FL, LLC (8700), and Sinoc, Inc. (0723).

Notice”), providing notice of the perfection of the Snyder Liens and Snyder’s intention to continue the perfection of the Snyder Liens.

3. Subsequent to the filing of Snyder’s Initial Lien Notice, a typographical error was discovered relative to the Lucky’s Market # 53 in Lee County (Fort Myers). Specifically, it was discovered that the prior recorded Store 53 Original Claim of Lien and Amended Store 53 Lien both contained typographical errors. In the Original Claim of Lien and Amended Store 53 Lien, (i) the amount due and unpaid was designated as \$87,698.48 rather than \$870,698.48 (the correct amount), and (ii) the total value of the labor, services and materials was designated as \$2,344,926.63, but it should have been \$2,146,011.03 (the correct value). Therefore, a Second Amended Claim of Lien (the “Second Amended Store 53 Lien”) was recorded which listed the amount due and unpaid as \$870,698.48; however, it was subsequently determined that the correct amount due and unpaid is \$870,716.48 (the correct amount). Therefore, a Third Amended Claim of Lien (the “Third Amended Store 53 Lien”) was recorded. A true and correct time-stamped copy of the Second Amended Store 53 Lien and Third Amended Store 53 Lien is attached as **Exhibit A.**

4. Also subsequent to the filing of Snyder’s Initial Lien Notice, typographical errors were also discovered relative to the Lucky’s Market # 62 in Pinellas County (Clearwater). Specifically, the original Claim of Lien and the Amended Claim of Lien both inadvertently (i) listed the total value of the labor, services and materials provided as \$2,671,386.50, rather than \$2,006,772.00 (the correct amount), and (ii) the acknowledgements inadvertently listed the Notary Public’s name and title rather than the name and title of the signatory. A true and correct time-

stamped copy of the Second Amended Store 62 Lien is attached as **Exhibit B**.

5. Finally, subsequent to the filing of Snyder's Initial Lien Notice, typographical errors were discovered relative to the Lucky's Market # 66 in Hillsborough County (Brandon). Specifically, the Original Claim of Lien and the Amended Claim of Lien both inadvertently (i) listed the total value of the labor, services and materials previously provided as \$1,539,914.00, rather than \$522,851.00 (the correct amount), (ii) listed the amount due and unpaid as \$313,017.00 rather than \$313,070.00 (the correct amount), and (iii) the acknowledgements inadvertently listed the Notary Public's name and title rather than the name and title of the signatory. A true and correct time-stamped copy of the Second Amended Store 66 Lien is attached as **Exhibit C**.

6. Snyder does not waive its right to seek adequate protection for its interest in the properties, nor does Snyder waive any rights as a secured, administrative or unsecured creditor under the Bankruptcy Code, including, but not limited to, rights to assert administrative expenses under 503(b)(9) or otherwise.

7. Snyder also seeks to preserve its right to all interest at the appropriate rate, as well as other costs and expenses, including attorneys' fees that may be awarded by the Court.

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WHEREFORE, Snyder provides this Notice pursuant to 11 U.S.C. §546(b) perfecting the Snyder Liens.

Dated: March 12, 2020

Respectfully submitted,

MORRIS JAMES LLP

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